

Amendment #1  
NNG10338284R

**Solicitation NNG10338284R is hereby amended as follows:**

1. **Section B, B.2 Supplies and/or Services to be Provided**, is revised to update the hardware deliverable schedule and add additional hardware items. B.2, B. Documentation is revised to delete Item B-6, Organizational Conflict of Interest Avoidance Plan.

**B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section J of this contract as Attachments A & B.

**A. HARDWARE**

<i><b>Item</b></i>	<i><b>Description</b></i>	<i><b>Reference</b></i>	<i><b>Schedule</b></i>	<i><b>Transportation Class</b></i>
A-1	Integration & Test Laser	Per Sow paragraph 3.2	23 Months after contract award	Class I
A-2	Flight Laser Serial #1	Per SOW paragraph 3.2 and ICESat-2-ATSYS-SPEC-0099	24 Months after contract award	Class I
A-3	Flight Laser Serial #2	Per SOW paragraph 3.2 and ICESat-2-ATSYS-SPEC-0099	27 months after contract award	Class I
A-4	Flight Laser Serial #3	Per SOW paragraph 3.2 and ICESat-2-ATSYS-SPEC-0099	30 months after contract award	Class I
A-5	Flight Laser Serial #4	Per SOW paragraph 3.2 and ICESat-2-ATSYS-SPEC-0099	35 months after contract award	Class I
A-6	Shipping Containers	Per SOW paragraph 5.9	With each flight laser delivery	Class I
A-7	Connector Savers	Per SOW paragraph 3.3	With each flight laser delivery	Class I
A-8	Mating Connectors	Per SOW 3.4.1	With each flight laser	Class I

			delivery	
A-9	Breakout Boxes	Per SOW 3.4.1	With each flight laser delivery	Class I
A-10	Test Port Flight Connector Caps	Per SOW 3.4.2	With each flight laser delivery	Class I
A-11	Laser Mass Model	Per ICESat-2-SPEC-0099, Sections 4.3 and 4.4	12 Months after contract award	Class I

## B. DOCUMENTATION

B-1	Documentation in accordance with Attachment A Statement of Work, Appendix D and Appendix F. Deliverable Items List and Schedule	Per Appendix D & F	Attachment A, Appendix D & F	IV
B-2	NASA Financial Management Reports	Clauses G.5, G.6	Monthly and Quarterly in accordance with Clause G.7	IV
B-3	Safety & Health Reporting	Clause H.3, Clause H.8	Monthly and Annual Reports	IV
B-4	New Technology Reporting	Clause G.1, G.4	As required	IV
B-5	IT Security Management Plan	Clause I.12	30 calendar days after contract award, & annual updates as required	IV
B-6	NF 1018 NASA Property in Custody of the Contractors	Clause G.8	Annually in accordance with G.8	IV
B-7	Small Business Subcontracting Plan Reporting	Clauses H.6, I.1 1852.219-75	Semi-annually in accordance with H.6	IV
B-8	Advanced Notice of Shipment	Clause F.4, 1852.247-72	14 days prior to shipping items A-1– A-5	IV
B-9	Transparency and	Attachment S	As required	

	Accountability			IV
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(End of clause)

2. **Section B, B.5 Performance Incentive (1852.216-88)(January 1977)** is revised to read as follows:

**B.5 PERFORMANCE INCENTIVE (1852.216-88) (JANUARY 1977)**

(a) A performance incentive applies to the following hardware item(s) delivered under this contract: ICESat-2 space flight lasers

The performance incentive will measure the performance of the ICESat-2 space flight lasers against the salient hardware performance requirement, called "wall plug efficiency." Wall plug efficiency (WPE) applies to a single laser at a time and is defined in ICESat-2-ATSYS-SPEC-0099. The performance incentive becomes effective when the flight lasers start operation on-orbit. It includes a standard performance level, a positive incentive, and a negative incentive, which are described in this clause.

(b) **Standard performance level.** At the standard performance level, the Contractor has met all of the requirements stated in the ATLAS Laser Performance Spec, ICESat-2-ATSYS-SPEC-0099 and the contract requirement for the unit of measurement: WPE. WPE is calculated as a shot-average over each 6-month performance period rounded to the nearest tenth of a percent. Neither positive nor negative incentives apply when this level is achieved. The standard performance level for the ICESat-2 space flight lasers is established as follows:

<b>Mission Month at end of Award Period</b>	<b>Standard Performance Technical Parameter: WPE (6 month average)</b>
6	Equal to or Greater than 4.6% and less than or equal to 5.0%
12	Equal to or Greater than 4.5% and less than or equal to 4.9%
18	Equal to or Greater than 4.3% and less than or equal to 4.7%
24	Equal to or Greater than 4.1% and less than or equal to 4.5%
30	Equal to or Greater than 4.0% and less than or equal to 4.4%
36	Equal to or Greater than 3.8% and less than or equal to 4.2%

(c) **Positive incentive.** The Contractor earns a separate positive incentive amount when all of the requirements stated in the ATLAS Laser Performance Spec, ICESat-2-ATSYS-SPEC-0099 are met and the standard performance level for the laser is exceeded. The amount earned varies with the WPE achieved, up to a maximum positive performance incentive amount of \$TBP. The WPE and the incentive amounts associated with achieving each level are shown below:

<b>Mission Month at end of Award Period</b>	<b>Positive Performance Technical Parameter: WPE (6 month average)</b>	<b>Portion of Incentive Award Fee Possible Per Period</b>
6	Greater than 5.0% WPE	16%
12	Greater than 4.9% WPE	16%
18	Greater than 4.7% WPE	16%
24	Greater than 4.5% WPE	16%
30	Greater than 4.4% WPE	16%

36	Greater than 4.2% WPE	20%
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At anytime NASA is forced to switch laser operations due to a single laser failure (but the redundant laser is operational), then the Incentive Award Fee Possible Per Period is reduced 50%. (i.e. half of 16% is 8% and half of 20% is 10%).

The Contractor becomes eligible to earn a monthly positive incentive fee starting with the on-orbit mission month 6 and concludes 36 months later.

(d) **Negative incentive.** The Contractor will pay to the Government a negative incentive amount for the flight laser that fails to meet the standard performance level. The calculation of the maximum potential negative performance incentive for the ICESat-2 Flight Laser Systems shall be equal in amount to the total earned award fee. The WPE and the incentive amounts associated with failing each level are shown below:

Mission Month at end of Award Period	Negative Performance Technical Parameter: WPE (6 month average)	Portion of Development Award Fee Deduction per Period	If Both Lasers Fail in the award period: Total Award Fee Deduction
6	Less than 4.6% WPE .	20%	100%
12	Less than 4.5% WPE .	16%	80%
18	Less than 4.3% WPE .	16%	65%
24	Less than 4.1% WPE .	16%	50%
30	Less than 4.0% WPE .	16%	35%
36	Less than 3.8% WPE .	16%	20%

The contractor becomes liable to pay a monthly negative incentive fee starting with the on-orbit mission month 6 and concluding 36 months later.

(e) The final calculation of positive or negative performance incentive amounts shall be done when performance (as defined by the WPE) ceases or when the maximum positive incentive is reached.

(1) When the Contracting Officer determines that the performance level achieved fell below the standard performance level, the Contractor will either pay the amount due the Government or credit the next payment voucher for the amount due, as directed by the Contracting Officer.

(2) When the performance level exceeds the standard level, the Contractor may request payment of the incentive amount associated with a given level of performance, provided that such payments shall not be more frequent than every 6 months. The Contracting Officer will issue a unilateral modification. If the contractor disputes the evaluation, the contract must notify the Contracting Officer within 10 days. When performance ceases or the maximum positive incentive is reached, the Government shall calculate the final performance incentive earned and unpaid, and promptly remit it to the contractor.

(f) If performance cannot be demonstrated, through no fault of the Contractor, the Contractor will not lose award fee.

(g) The decisions made as to the amount(s) of positive or negative incentives are subject to the Disputes clause.

**NOTE:** Technical incentives will be rounded using normal mathematical rounding (i.e. < 5

round down; 5 and > round up)

**Offeror Proposal Instruction – In accordance with NASA FAR Supplement 1816.402-270(e)(2)(i), the maximum positive performance incentive shall be one-third of the total potential contract fee (maximum award fee and maximum positive incentive).**

**(End of clause)**

3. **Section C, C.1 Specification/Statement** is revised to reference the latest versions of the ICESat-2 Flight Laser Systems Statement of Work, Revision B and ICESat-2 ATLAS Laser Performance Specification, Revision G.

#### **C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide the personnel, materials and facilities, except as otherwise provided in the contract, necessary to provide the items described below and as described under Section J, Attachment A, ICESat-2 Flight Laser Systems Statement of Work ICESat-2-LAS-CTR-0451, Revision B, dated December 6, 2010; and Attachment B, ICESat-2 ATLAS Laser Performance Specification, ICESat-2-ATSYS-SPEC-0099, Revision G, dated December 9, 2010.

In addition, the Contractor shall provide the items specified under contract clause B.2.

**(End of clause)**

4. **Section E, E.2 Acceptance – Locations (GSFC 52.246-93)(Apr 2008)** is revised to update the list Authorized Items.

#### **E.2 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)**

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

<u>Authorized Item</u>	<u>Location</u>	<u>Representative</u>
<b>A-1 – A-11</b>	<b>Goddard Space Flight Center</b>	<b>COTR</b>
<b>B-1 – B-9</b>	<b>Goddard Space Flight Center</b>	<b>CO/COTR</b>

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

**(End of Clause)**

5. **Section E, E.6 Higher-Level Contract Quality Requirement (Feb 1999)** is revised to incorporate the ICESat-2 Flight Laser Systems Statement of Work, Revision B, dated December 6, 2010.

#### **52.246-11 Higher-Level Contract Quality Requirement. (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

Attachment A – ICESat-2 Flight Laser Systems Statement of Work, Revision B, dated December 6, 2010.

(End of clause)

**6. Section F, F.2 Shipping Instructions-Non-Central Receiving (GSFC 52.247-95)(Oct 1988)** is revised to update Item Numbers A-1 – A-11.

**F.2 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95) (OCT 1988)**

Shipment of the items required under this contract shall be to:

NASA/GSFC,  
Space Laser Assembly Clean Room  
Building 33  
Greenbelt, Maryland 20771.

Marked for:

Technical Officer: John Cavanaugh, Code 554  
Building: 33 Room: E213  
Contract No. TBD  
Items Numbers: A-1 – A-11

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If any of the above shipping addresses are to the Goddard Space Flight Center at Greenbelt, MD., delivery personnel must first stop at Receiving (Building 16W) to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above.

(End of clause)

**7. Section F, F.3 Period of Performance** is revised to specify that the performance incentives cover the on-orbit mission month 6 and concludes 36 months later.

**F.3 PERIOD OF PERFORMANCE**

The period of performance of the resultant contract will be from award through launch (January 2016) plus 60 days. The performance incentive period begins after commissioning at launch plus 61 days.

The performance incentives cover the on-orbit mission month 6 and concludes 36 months later.

**8. Section F, F.4 1852.247-72 ADVANCE NOTICE OF SHIPMENT (OCTOBER 1988)**

is revised to update the shipping items to A-1 through A-11.

**F.4 1852.247-72 ADVANCE NOTICE OF SHIPMENT (OCTOBER 1988)**

Fourteen (14) work days prior to shipping item(s) A-1 through A-11, the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to the Contracting Officer's Technical Representative and to the Contracting Officer.

9. **Section I-CLAUSES INCORPORATED BY REFERENCE** is revised to add FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

10. **Clause I.10 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)** is deleted from the RFP.

11. **SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS** is revised to incorporate updated versions of Attachment A, ICESat-2 Flight Laser Systems Statement of Work, Revision B, dated 12/6/2010; Attachment B, ICESat-2 ATLAS Laser Performance Specification, Revision G, dated 12/9/2010; and Attachment C, ATLAS Contamination Control Plan, Revision A, dated 11/22/2010. Attachment O, Organizational Conflict of Interest is deleted from the RFP and Section J, J.1.

#### **J.1 LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
A	ICESat-2 Flight Laser Systems Statement of Work, ICESat-2-LAS-CTR-0451, Revision B	12/6/2010	130
B	ICESat-2 ATLAS Laser Performance Specification, ICESat-2-ATSYS-SPEC-0099, Revision G	12/9/2010	21
C	ATLAS Contamination Control Plan, Revision A, ICESat-2-ATSYS-PLAN-0297	11/22/2010	20
D	ATLAS Component Environmental Requirements Document, ICESat-2-ATSYS-REQ-0517	11/16/2010	69
E	ATLAS Electrical Systems Requirements, Revision A, ICESat-2-SYS-REQ-0189	11/4/2010	23
F	Definition of Technology Readiness Level (TRL) 6 ICESat-2-LAS-TN-0173, Rev A	11/12/2010	2
G	ATLAS Thermal Interface Control Document ICESat-2 THM-IFACE-0214, Rev A	11/2/2010	49
H	ATLAS Thermal Model Delivery Report Template ICESat-2-THM-RPT-0212, Rev A	11/12/2010	10
I	Financial Management Reporting		



	Requirements	9/23/2010	4
J	Small Business Subcontracting Plan	To Be Submitted With Proposal	TBD
K	Reserved	Reserved	Reserved
L	Safety and Health Plan	To Be Submitted With Proposal	TBD
M	Quality Assurance Plan	To Be Submitted With Proposal	TBD
N	IT Security Management Plan	Due 30 days after contract award	TBD
O	Reserved		
P	IT Security Applicable Documents List	10/8/2010	3
Q	Radiation Requirements Document, ICESat-2-SMA-REQ-0037	4/7/2010	20
R	Radiation Environment Description Document, ICESat-2-SYS-REQ-0277	9/7/2010	40
S	Transparency & Accountability	11/19/2010	1

(End of clause)

12. **Section L, L.18 PAST PERFORMANCE VOLUME (SEP 2010)** is revised to change paragraph (a) requiring offerors to furnish information with a total cost/fee incurred of at least \$2,000,000. Paragraph (a) subparagraph 2 has been revised to specify the critical elements defining a significant subcontractor.

**Section L, L.18 Past Performance Volume (Sep 2010) has been revised as follows:**

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and/or complexity to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

(a) **INFORMATION FROM THE OFFEROR**

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a total cost/fee incurred of at least \$2,000,000 that your company has had within the last 5 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size, content, and/or complexity) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is critical to the scope of work to develop and deliver flight laser systems. For

example, the laser optics development, laser diode development, electronics development, laser amplifier development, or laser oscillator development are considered critical and significant if performed by a subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the total cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Indicate the primary functions (SOW, WBS, etc) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size, content, and/or complexity) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

Classified past performance information will be accepted and may be submitted electronically. Past performance information classified at the Collateral Confidential and/or Secret Level shall be: (1) submitted by the proposal due date; (2) segregated from the unclassified information and packaged separately in accordance with mailing procedures for classified documentation; and (3) referenced in the unclassified documentation. Offerors desiring to submit past performance information at the Top Secret or Sensitive Compartmented Information (SCI) levels shall notify the Contracting Officer who will make arrangements for transmission.

All classified information shall be submitted in accordance with this provision. Classified information that is not submitted in accordance with this provision will not be considered.

**The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:**

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. (Please verify the telephone numbers provided are current and correct).
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.

- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).

- Statement of contract past safety performance and a record of your company's OSHA recordable injuries and illnesses for the past 3 years.
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit B to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contract Specialist no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center  
Attn: Sherika Wilson, Code 210.6  
Bldg. 16W, Rm. N090B  
Greenbelt, MD 20771  
Telephone: 301-286-0566  
FAX: 301-286-0383

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

13. **Section M, M.4 PAST PERFORMANCE EVALUATION FACTOR (NOV 2010)** is revised to change the total cost/fee incurred from \$7,500,000 to \$2,000,000 for a prime contractor's contract references to be considered at least minimally "relevant". The definition of a proposed

significant subcontractor is also revised.

**Section M, M.4 Past Performance Evaluation Factor (Nov 2010)** has been revised as follows:

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum total cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. Evidence of a binding teaming agreement or other contractual agreement which creates legal responsibilities on the part of the significant subcontractors may be given more weight in the evaluation of significant subcontractors, in comparison to proposals that lack such agreements and/or evidence. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size, content, and/or complexity of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed a total cost/fee incurred of at least \$2,000,000.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is critical to the scope of work to develop and deliver flight laser systems. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed a total cost/fee incurred of at least 25% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size, content, and/or complexity. Content and/or complexity are more important than size in the evaluation of relevance. The term "content" means the type of services, work, or supplies. The term "complexity" means the difficulty of the work or level of the skill mix required to complete the work. The Government may consider past quantities, periods of performance, and average annual value in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional

performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum total cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

The Government may consider the contract references or other past performance information regarding predecessor companies and/or key personnel who have experience, when such information is relevant to the instant acquisition. These contracts (if any) must meet the above “recent” and minimum cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a “performance” component and a “relevance” component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

**End of Amendment 1**